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## BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 2
(MC2013-51)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2017-19

## MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION FOUR TO A GLOBAL RESELLER EXPEDITED PACKAGE 2 NEGOTIATED SERVICE AGREEMENT

(November 24, 2017)

The agreement that is the subject of this docket is scheduled to expire November 30, 2017.<sup>1</sup> Attached to this notice is Modification Four to that agreement, which the customer and the Postal Service have executed. The modification revises Article 11 so that if the Postal Regulatory Commission (Commission) completes its review of the successor agreement filed in Docket No. CP2018-59 by November 29, 2017, the agreement shall remain in effect until 11:59 p.m. on November 30, 2017; and if the Commission completes its review of the successor agreement filed in Docket No. CP2018-59 on or after November 30, 2017, the agreement shall remain in effect until 11:59 p.m. on the business day after the Commission concludes its review of the successor agreement filed in Docket No. CP2018-59, unless the agreement is terminated sooner pursuant to Article 12 or Article 13.<sup>2</sup>

contract. Modification Three to the agreement that is the subject of this docket was filed on November 21, 2017. See Motion of the United States Postal Service for Temporary Relief and Notice of the United

<sup>&</sup>lt;sup>1</sup> PRC Order No. 4157, Order Approving Modification Two to Global Reseller Expedited Package Services 2 Negotiated Service Agreement, PRC Docket No. CP2017-19, October 11, 2017, at 3. <sup>2</sup> The Postal Service acknowledges the Commission's previous direction that the Postal Service file requests for extensions of contracts a week or more prior to the expiration date of a

A redacted version of the modification is filed publicly as Attachment 1. With respect to the non-public version of the modification that is filed under seal, the Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's October 17, 2016 notice in this docket.<sup>3</sup>

Respectfully submitted,

UNITED STATES POSTAL SERVICE By its attorneys:

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22, 2017, and signed by the Postal Service on November 24, 2017.

States Postal Service of Filing Modification Three to a Global Reseller Expedited Package 2 Negotiated Service Agreement, Docket No. CP2017-19, November 21, 2017. The Postal Service considers that Modification Three does not clearly state the expiration date of the agreement that is the subject of this docket were the Commission to complete its review on November 30, 2017 of the successor agreement filed in Docket No. CP2018-59. So, the Postal Service sent Modification Four to the customer on November 20, 2017 to address that issue. Modification Four was signed by the customer on November

<sup>&</sup>lt;sup>3</sup> Notice of United States Postal Service of Filing a Functionally Equivalent Global Reseller Expedited Package 2 Negotiated Service Agreement, Docket No. CP2017-19, October 17, 2016, Attachment 4.

## MODIFICATION FOUR TO THE GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND

This Modification amends the Global Customized Mail Agreement ("Agreement") between with offices at and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Reseller and by the USPS on October 13, 2016, as amended by Modification One, signed by the Reseller and by the USPS on October 31, 2016, as amended by Modification Two, signed by the Reseller and by the USPS on October 6, 2017, as amended by Modification Three, signed by the Reseller and by the USPS on November 20, 2017. The Reseller and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following change to the Agreement.

Article 11 Term of the Agreement shall now read as follows:

11. Term of the Agreement. (1) The USPS will notify the Reseller of the Effective Date of the Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. If the Postal Regulatory Commission completes its review of the successor agreement filed in Docket No. CP2018-59 by November 29, 2017, the agreement shall remain in effect until 11:59 p.m. on November 30, 2017. If the Postal Regulatory Commission completes its review of the successor agreement filed in Docket No. CP2018-59 on or after November 30, 2017, the Agreement shall remain in effect until 11:59 p.m. on the business day after the Postal Regulatory Commission concludes its review of the successor agreement filed in Docket No. CP2018-59, unless terminated sooner pursuant to Article 12 or Article 13.

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Reseller prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Reseller acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-19). The Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Reseller further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket number has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. The Reseller has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is

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found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website at http://prc.gov/Docs/63/63467/Order225.pdf.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

		TATES POSTAL SERVICE:	
Signa	ature: e:	Donald W Ross	
Title:		Director International Sales	
Date		11-24-2017	
ON BEHALF OF			
Signa	ature:		
Name	e:		
Title:			
Date	:	11/22/14	